

# **Request for Proposal**

## **ON-CALL CONSTRUCTION & PROJECT MANAGEMENT SERVICES**

### **CITY OF FAIRBURN, GA**

#### **RFP #22-008**

The City of Fairburn, Georgia is soliciting responses to the above referenced Request for Proposal (RFP). This RFP seeks to identify one or more consultants who are qualified to provide Construction Management services for the city of Fairburn, Georgia. Information about this contract opportunity is provided below and on the City's website, located at [www.fairburn.com](http://www.fairburn.com).

Instructions for preparation and submission of proposals are included in this package. All proposals must be received at the City of Fairburn City Hall, located at 56 Malone Street, Fairburn, Georgia 30213, no later than 3:00 PM on June 24<sup>th</sup>, 2022, to receive consideration.

All questions concerning the RFP must be addressed in writing to Lester Thompson at [lthompson@fairburn.com](mailto:lthompson@fairburn.com) no later than 3:00 PM on June 16<sup>th</sup>, 2022.

### **BACKGROUND AND INFORMATION**

The City of Fairburn is soliciting proposals from qualified professional consultants to assist the City with construction and project management for its CDBG, LMIG and TSPLOST programs and other special projects as required. The purpose of this solicitation is to provide these support services to the City's Community Development Department for three years. The successful respondent will be assigned work on a task-order basis as required in order of priority to the City.

## **STATEMENT OF QUALIFICATIONS SUBMISSION REQUIREMENTS AND EVALUATION**

The complete original proposal must be submitted in a sealed package. All proposals shall be marked, **RFP # & Project Name:, as described above**. Respondents shall be responsible for the actual delivery of proposals during business hours to the City of Fairburn. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

Firms should provide the following information related to this RFP:

- Letter of Interest
- Firm profile and qualifications
  - List applicable registrations, certifications, & training completed
  - Certifications as a DBE
- Current or past public-sector clients
- Resumes of key personnel that will be assigned to this project
- Project Approach Summary
- **A separate sealed fee proposal, consisting of no more than two pages, listing the hourly rates for each of the staff anticipated to work the contract, and itemized list of reimbursable expenses, shall be submitted with your response.**

Responses to this RFP should be in the form of a written proposal not to exceed 15 pages, excluding the cover letter. The City will select the respondent that demonstrates the best combination of qualifications, price, and overall value to the City. Interviews may be required; however, the City reserves the right to award a contract based upon evaluation of the written proposals only, or evaluation of any other submitted materials alone or in combination with other materials.

All proposals must be in writing and must be received at the address below no later than 3:00 PM on June 24, 2022. All proposals, delivered by hand or other methods, should clearly indicate the information below on the outside of the sealed package or envelope. One (1) unbound and four (4) bound original copies of the complete proposal are required.

### **PROPOSAL: ON-CALL CONSTRUCTION & PROJECT MANAGEMENT SERVICES – RFP # 22-008**

City of Fairburn  
56 Malone Street  
Fairburn, Georgia 30213  
Attn: Community Development Director

## **SCOPE**

The scope of the work includes construction and project management of the City's CDBG, LMIG and TSPLOST programs for a period of three years, and other special projects as required.

### **1. Generally.**

- a. Meet with appropriate City staff, end user representatives (tenants, 3rd party stakeholders as necessary), and consultants to establish a consensus scope for the project and develop agreement among the parties about project delivery roles, metrics, and assumptions.
- b. Establish a written schedule for each project using the information provided by the City or City's design consultant, provide the appropriate means to keep the City informed as to key milestones achieved, current status, and potential delays, and accomplish project delivery according to the project deadline.
- c. Prepare an increasingly detailed project budget and notify the City when the scope begins to encroach into the established financial limits. Where quality, cost and schedule are in competition for the same resources, the successful consultant will have authority and the accountability for determining the prevailing driver. Monitor stakeholder expectations accordingly and maximize the value purchased in all phases.
- d. Coordinate with other professional staff and consultants associated with the design and engineering activities of the projects with the responsibility for maintaining a strict adherence to schedule, milestones, deadlines, and budgets.
- e. Attend meetings. Attend meetings with the owner, prospective tenant, construction manager, or regulatory agencies to review project status, design criteria, regulatory requirements, and program requirements of the end user.
- f. Maintain complete file history of all project-related documentation and coordinate delivery of same at the conclusion of the project in hardcopy and electronic formats, complying with the requirements of the open records laws of the state of Georgia. Ensure adequate and detailed record-keeping throughout the process.

### **2. Design Support.**

- a. Monitor design process to ensure plans follow and are in keeping with the scope and expectations for the project.
- b. Coordinate with all design entities such as MEP, Civil, LA, and support services

necessary to keep the project moving and to eliminate location conflicts. Anticipate lead times for database preparation on the project. This may include consultants engaged by the tenant/end-user for security, telecommunications, and data system design and installations.

- c. Monitor compliance with environmental goals for the project related to the City's sustainability policies and project expectations that might not be readily expressed as project requirements or regulations.
- d. Promptly review pay applications for other professional consultants on the project and recommend to the City for payment.
- e. Coordinate the conceptual site plan, color rendering(s), study models, sketches, and elevation review process of the project with the Planning & Zoning Commission and City Council. Submit all as the applicant on behalf of the City.
- f. Provide a constructability, conflict-minimization, and life-cycle cost review of the project elements and monitor throughout the design phase.
- g. Review final bid documents and authorize for procurement of the construction contract to include final site plan, building plans, construction details, contract documents, general and supplemental conditions, and instructions to bidders.
- h. Coordinate with any City-initiated independent multi-disciplinary review of all plan sheets to help ensure a conflict, change order, and delay-resistant construction phase. Update all plan sheets and bid documents accordingly.

### **3. Bidding.**

- a. Recommend and manage a prequalification process as necessary on the project and develop a vendor list of appropriate contractors.
- b. Prepare project advertisement and ensure its release, monitoring the minimum time required for same prior to the bid date.
- c. Ensure the professional design consultant maintains a plan holder list, RFI log, issues addenda, and posts same on the website.
- d. Ensure the pre-bid meeting is handled by the design consultant with adequate representation from sub consultants as necessary. Record attendance list, questions and provide responses to questions from the pre-bid conference. Distribute same as an addendum to the bid documents.
- e. Ensure that requests for information, clarification, or substitutions are responded to by the design consultant in a timely manner.
- f. Attend bid opening conference, record and certify bids, review and evaluate bids

with the design professional(s) and provide a recommendation to the City. Ensure compliance with all federal, state, and local procurement policy requirements as appropriate to the project type, scale, and dollar amount.

#### **4. Permitting & Construction.**

- a. Meet with owner, owner's design consultant, and contractor for a pre-construction conference.
- b. Manage submittals, shop drawings, material selections, and color selection review associated with the project.
- c. Coordinate with contractor for materials testing and quality assurance program, keeping records of same.
- d. Maintain all records associated with any environmental compliance, safety, or sustainability policy compliance programs (LEED, Energy Star, NPDES-stormwater, etc.). Ensure compliance with all permit requirements associated with all federal, state, and local environmental and safety requirements for construction. Maintain a minimum Level IA NPDES certification for all staff assigned to the site.
- e. Conduct inspection of public works and site development construction to include but not limited to erosion control, site and street grading & paving, footing and retaining wall construction, sewer and storm water pipe installation, water line installation, landscaping, and related concerns to ensure that City standards and specifications are met.
- f. Review and approve all pay applications, change order requests, quantities, and workmanship on a regular basis (not less than monthly, but as progress demands more often). The successful consultant will have authority to reject substandard work identified and recommend replacement or non-payment to the owner or owner's representative.
- g. Attend a substantial completion inspection, compile deficiencies (punch list) and follow up with the contractor on behalf of the City. Prepare and issue the certificate of substantial completion as necessary. Notify the owner or owner's representative of same.
- h. Attend a final completion inspection, compile any remaining deficiencies (punch list) and follow up with the contractor on behalf of the City. Prepare and issue a certificate of final completion. Notify the owner or owner's representative of same and authorize the release of retainage.
- i. Coordinate with the contractor and professional design consultants for as-built

record documents and all contract close-out documents. Review and approve prior to submittal to the owner.

- j. Prepare written reports of all site visits, progress meetings, inspections, evaluations, communication with the contractor and submit to the owner or owner's representative on a monthly basis during the construction phase.

#### **5. Post Construction.**

- a. Coordinate FF&E design, layout, and installation on behalf of the City and with any 3rd party consultants engaged by the City.
- b. Coordinate tenant/end-user move-in.

#### **Qualifications:**

Provide the following information:

- a.) Company name
- b.) Company address
- c.) Name of primary contact and all contact information including telephone number and E-mail address
- d.) Provide form of ownership, including state of residency or incorporation, and the number of years in business. State if the respondent is a sole proprietorship, partnership, corporation, LLC, joint venture, or other structure. For Joint venture entities that have not undertaken at least two projects together, each team should submit its qualifications separately.
- e.) Resumes of all professionals proposed for the team.
- f.) Experience of the project team with similar contracts
- g.) Project approach
- h.) Names and telephone numbers of clients for whom your company has performed similar services for the past five years

#### **SELECTION CRITERIA FOR PROSPECTIVE CONSULTANTS:**

To receive consideration, the respondent's proposal should be responsive to the project requirements described in the Submission Requirements section of this document. The contract will be awarded to the respondent determined to be the most qualified to perform the work based on an established evaluation criteria. The City of Fairburn reserves the right to split a contract award such that multiple respondents receive at least a portion of the award.

A selection committee will be convened to evaluate the proposals based on the following weighted criteria:

<u>Firm/Staff Qualifications.</u>	30%
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<u>Similar Clients/Contracts.</u>	20%
<u>Past Performance.</u>	20%
<u>Project Understanding.</u>	20%
<u>Project Administration</u>	10%
<i>Total:</i>	100%

Upon completion of an initial evaluation by the committee, a short-list of consultants and interviews may be utilized to make a final recommendation to the Fairburn City Council and Mayor for approval.

### **NOTICE OF AWARD**

The primary intent of this RFP is to identify a single source to provide all of the needed services; however, the City of Fairburn reserves the right to make split awards.

If the City of Fairburn decides to split the award, it will do so to the top highest scoring respondents. The highest scoring respondent(s) will be sent a Notice of Award. The Notice of Award is not notice of an actual contract award; instead, it is notice of the City of Fairburn's expected contract award(s) pending resolution of the protest process. The Notice of Award ("NOA") is the City of Fairburn's public notice of actual contract award(s) and must be approved by City Council.

### **SCHEDULE**

The schedule of events set forth herein represents the City of Fairburn's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates, up to and including the closing date of the RFP, will be publicly posted prior to the closing date of this RFP. After the closing date of the RFP, the City of Fairburn reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award, and the contract term on an as needed basis with or without notice.

<b>Description</b>	<b>Date</b>	<b>Time</b>
Release of RFP	05/25/22	N/A
Deadline for written questions to City of Fairburn	06/16/22	3:00 p.m. ET
Responses to Written Questions	06/21/22	5:00 p.m. ET
Proposals Due/Close Date and Time	06/24/22	3:00 p.m. ET
Proposal Evaluation Completed (on or about)	07/22/22	N/A
Notice of Award (on or about)	07/28/22	N/A

### **CONFLICTS OF INTEREST**

Each respondent must include a full disclosure of all potential organizational conflicts of interest for each member of its team. The responder is prohibited from receiving any advice or

discussing any aspect of the project or its procurement with any person with whom it has a conflict of interest. By submitting its proposal, each respondent agrees that, if a conflict of interest is thereafter discovered, the respondent must make an immediate and full written disclosure to the City of Fairburn that includes a description of the action that the respondent has taken or proposes to take to avoid or mitigate such a conflict. If the respondent was aware of a conflict of interest prior to award and did not disclose the conflict to the City of Fairburn, The City of Fairburn may terminate the award for default.

### **RESTRICTIONS ON COMMUNICATING WITH STAFF**

From the issue date of this RFP until the results are announced, respondents are not allowed to communicate about this solicitation or scope with any City staff except for the submission of questions as instructed in the RFP. Prohibited communication includes all contact or interaction, including but not limited to telephone, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City of Fairburn reserves the right to reject the request of any respondents violating this provision.

### **INFORMATION & INSTRUCTIONS**

**Responsibility:** It is the sole responsibility of the Respondent to assure that they have received the entire Request for Proposal (RFP).

**Changes or Modifications to RFP:** Respondents will be notified in writing of any change in the specifications contained in this RFP.

**Interpretations:** No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on City of Fairburn. No employee of City of Fairburn is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

**Right of Rejection and Clarification:** City of Fairburn reserves the right to reject any and all proposals and to request clarification of information from any respondent. City of Fairburn is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.

**Request for Additional Information:** Prior to the final selection, the respondent may be required to submit additional information which the City may deem necessary to further evaluate the respondent's qualifications.

**Denial of Reimbursement:** City of Fairburn will not reimburse respondents for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

**Gratuity Prohibition:** Respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of City of Fairburn for the purpose of influencing consideration of this proposal.

**Right of Withdrawal:** A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

**Right of Negotiation:** City of Fairburn reserves the right to negotiate with the selected respondent the fee for the proposed scope of work and the exact terms and conditions of the



contract.

Exceptions to the RFP: It is anticipated that respondents may find instances where they may take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for City of Fairburn, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

Indemnification: The Respondent, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless City of Fairburn, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services. The Respondent shall secure and maintain General Liability Insurance as will protect him from claims under the Workers Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this contract. Further, the respondent shall provide City of Fairburn with evidence and the amount of Errors and Omissions Insurance, i.e. Professional Liability Insurance currently in effect.

Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by respondents shall become the property of City of Fairburn when received.

Title VI/Nondiscrimination Statement: No person shall on the grounds of race, color, national origin, sex, age and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the City. The City does further commit that it will affirmatively ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 will be afforded full opportunity to submit in response to this request and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration of an award.

Copies: One unbound original and **four (4) bound** original copies of the Proposal and supporting documents must be submitted in response to the RFQ.

Termination of Contract: City of Fairburn may cancel the contract at any time for breach of contractual obligations by providing the successful respondent with a written notice of such cancellation. Should City of Fairburn exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation.

Assignment: The successful respondent shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of City of Fairburn.

Conflict of Interest: The respondent covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The respondent further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

Independent Contractor: The respondent represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to

be an employee of City of Fairburn. Therefore, the respondent shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold City of Fairburn, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The respondent shall further understand that City of Fairburn cannot save and hold harmless and or indemnify the respondent and/or the respondent's employees against any liability incurred or arising as a result of any activity of the respondent or any activity of the respondent's employees performed in connection with the contract.

Contract: The contract between City of Fairburn and the respondent shall consist of (1) the RFP and any amendments thereto, (2) the proposal submitted by the respondent to the City in response to the RFP, and (3) executed contract (Consultant Agreement) between City of Fairburn and the successful respondent. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Consultant Agreement shall govern. However, City of Fairburn reserves the right to clarify any contractual relationship in writing with the concurrence of the respondent, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the respondent's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the respondent agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, Georgia Security and Immigration Compliance Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.